

Panaji, 28th December, 1989 (Pausa 7, 1911)

SERIES II No. 39

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

### GOVERNMENT OF GOA

#### Revenue Department

##### Notification

No. 22/165/89-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for Geometrics improvement between Km. 133/600 to 137/00 on NH-4A (addl. area).

And Whereas in the opinion of the Government the provision of sub-section (1) of section 17 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), are applicable.

Now, therefore, the Government hereby notifies under sub-section (1) of section 4 of the said Act that the said land is likely to be needed for the purpose specified above.

The Government further directs under sub-section (4) of section 17 of the said Act that the provisions of section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily Newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of section 3 of the said Act, the Land Acquisition Officer, P. W. D. (Cell) Altinho, Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorises, under sub-section (2) of section 4 of the said Act, the following officers to do the acts specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. The Land Acquisition Officer, P.W.D. (Cell) Altinho, Panaji.
3. The Executive Engineer, Works Division XV(NH) P.W.D., Ponda.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer,

P.W.D. (Cell) Altinho, Panaji for a period of 30 days from the date of publication of this Notification in the Official Gazette.

#### SCHEDULE

(Description of the said land)

Tahuka: Ponda

Village: Bhoma

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
52/1 part	Shri Gajanan Suba Kamat.	125.00
"8 part	Shri Suba Venkates Kamat.	100.00
"2 part	Shri Anant. Baburai Naik.	300.00
"3 part	1. Shri Shamsunder Laxman Amonkar, 2. Shri Shamsunder Vishnu Naik.	350.00
"4 part	1. Shri Vithal Putu Gawde. 2. Shri Damodar Venkatesh Kamat.	500.00
"5 part	1. Shri Budu Surya Naik. 2. Shri Vithal Ramchandra Naik. 3. Shri Pandu Babuso Naik.	175.00
"6 part	Balkrishna Shivram Shenvi Kundaikar.	125.00
37/5 part	1. Shri Prabhakar Amonkar. 2. Shri Subha Venkatesh Kamat.	275.00
39/1 part	Shri Ramakant Narcinva Fadte.	300.00
"2 part	Shri Krishna K. Naik.	150.00
"3 part	1. Shri Shamsunder Laxman Amonkar. 2. Shri Krishna K. Naik. 3. Shri Shanto Luno Naik.	900.00
"6	1. Shri Vithal Puto Gawde. 2. Shri Venkatesh Damodar Kamat.	1000.00
42/1	1. Shri Surya Poto Naik. 2. Shri Ramchandra Khapro Naik. 3. Shri Kheju K. Naik. 4. Shri Krishna Somu Naik. 5. Shri Datta Giri Naik. 6. Shri Bhikaro Somu Naik. 7. Shri Anand G. Naik.	425.00
"2	1. Shri Balkrishna Shivram Shenvi Kundaikar. T: 1. Vaman Rupo Naik. 2. Devki Babuso Naik.	550.00
42/3	1. Shri Ladu Budo Naik. 2. Shri Gajanan Yeshwant Naik. 3. Shri Chandrakant Tukaram Naik. 4. Shri Jaganath Sayru Naik. 5. Shri Vishnu Atma Naik. 6. Shri Krishnanath Bhagwant Naik. 7. Shri Raghuvir Pandari Naik. 8. Shri Rohidas Purushottam Naik. 9. Shri Shamba Shivram Naik. 10. Shri Narhari Shivram Naik. 11. Shri Vithal Shamba Naik. 12. Shri Gopinath Shankar Naik. 13. Shri Laxmibai Vishnu Naik. 14. Shri Vatsal Naik.	3500.00
42/4	Shri Anant Vaikunth Kamat.	225.00
"5	1. Shri Dinanath Shivram Rao. 2. Shri Balchandra Shivram Rao. 3. Shri Premanand Shivram Rao.	225.00
"6	T: Kashinath Surya Naik.	
"7	Shri Kamlakant Ramchandra Kamat.	250.00
"8	Shri Janardhan Krishna Kamat. Shri Shrikant Laxman Amonkar.	400.00 400.00

1	2	3
43/1	1. Shri Surya Poto Naik. 2. Shri Ramchandra Khapro Naik. 3. Shri Kheju Keshav Naik. 4. Shri Krishna Sonu Naik. 5. Shri Datta Giri Naik. 6. Shri Bhikaro Sonu Naik. 7. Shri Anand G. Naik.	1200.00
"2	Shri Datta Jaganath Naik.	1250.00
"3	1. Shri Shrikant Laxman Amonkar. 2. Shri Vasudev Shridhar Kamat. 3. Shri Shrdipad Dattaram Kamat. 4. Shri Chandrashekar Dattaram Kamat. 5. Shri Balchandra Dattaram Kamat. 6. Shri Keshav Bhavani Shankar Mandurkar. 7. Shri Purushottam Bhavani Shankar Mandurkar. 8. Shri Ramnath Shankar Gawde Gaonkar.	700.00
"4	Shri Balkrishna Shivram Shevi Kundaikar.	2000.00

## Boundaries:

North: S. No. 113/8, 37/4,  
29/16,South: Village Cundaim S.  
No. 49/1.East: S. No. 28/1, 27/1, 25/1  
to 4, 26/3, 42/2 to 13, 46/1,  
3, 4, 45/1, 2, 3, 49/1 of Cundaim  
37/5, 39/1, 2, 3, 6, 42/1  
to 8, 43/1 to 4 of Boma.West: S. No. 28/1, 27/1, 25/1  
to 4, 42/1 to 13, 46/1 to 6,  
45/3, 49/1 of Cundaim 52/1  
6, 8 of Boma and road.

Taluka: Ponda

Village: Cundaim

28/1	Shri Surendra Ramrai Naik.	150.00
27/1	" Narayan Gopal Kamat.	150.00
25/2	" Mhalu Venkut Kamat.	300.00
"3	" Raghuvir Shaba Kamat.	150.00
"4	" Ramchandra Venkatesh Bhohe.	75.00
26/3	1. Shri Balkrishna Shivaram Kundaikar 2. " Anant Vainkunth Kamat.	75.00
42/2	Shri Anant Vainkunth Kamat.	125.00
"3	" Vasudev Sridhar Kamat.	225.00
"4	" Anant Vainkunth Kamat.	250.00
"5	Smt. Vrunda Laxman Bhandari.	1000.00
"6	1. Shri Anant Vainkunth Kamat. 2. " Mhalu Vainkunth Kamat. 3. " Chandrashekar Dattaram Kamat. 4. " Shripad Dattaram Kamat. 5. " Bhalchandra Dattaram Kamat. 6. " Ganesh Giri Kamat. 7. " Janardhan Krishna Kamat. 8. " Kamlakar Ramchandra Kamat. 9. " Shrinivas Madhav Kamat. 10. " Vasudev Shridhar Kamat. 11. " Suresh Shamba Kekro. 12. " Shrinivas Munkund Kamat. 13. " Subrai Krishna Kamat. 14. " Atcut Shaba Kamat. 15. " Sheshgiri Yesso Kamat. 16. " Fatba Pandurang Kamat. 17. " Keshav Shrinivas Kamat. 18. " Pusparnika Prabhu. 19. " Shrinivas Datta Kamat. 20. " Balkrishna Laxman Kamat. 21. " Trivikram Govind Kamat. 22. Smt. Satyavati Pandharinath Kamat Dhankar.	1800.00
42/7	Shri Fatba Pandurang Kamat.	1500.00
"8	" Atchut Shaba Kamat.	1000.00
"9	1. Shri Sheshagiri Yesso Kamat. 2. " Raghuvir Shaba Kamat.	1200.00
"10	Shri Venkatesh Suba Kamat.	1200.00
"11	" Gopinath Purshottam Kamat.	500.00
"12	1. Shri Gopal Raghuvir Kamat. 2. " Anant Raghuvir Kamat.	500.00
"13	Shri Gopinath Purshottam Kamat.	600.00

1	2	3
46/1	1. Shri Mono Pako Jalmi. 2. " Sonu Narayan Jalmi. 3. " Komu Govind Jalmi. 4. " Tiku Bhomi Jalmi. 5. " Madhu Paik Jalmi. 6. " Kashinath Lumo Jalmi. 7. " Krishna Pisso Jalmi. 8. " Pundalik Khulu Jalmi. 9. " Anant Dipu Jalmi. 10. " Ganesh Laxman Jalmi. 11. " Krishna Ram Jalmi. 12. " Lumo Yesso Jalmi. 13. " Demlo Tilu Jalmi. 14. " Lumo Chedo Jalmi. 15. " Shankar Topi Jalmi. 16. " Chandrakant Baburai Jalmi. 17. " Vishnu Laxman Jalmi.	3000.00
"2	1. Shri Ganesh Giri Kamat. 2. " Vasudev Shridhar Kamat. 3. " Shripad Dattaram Kamat. 4. " Chandrashekar Dattaram Kamat. 5. " Balchandra Dattaram Kamat.	200.00
"3	1. " Gopal Raghuvir Kamat. 2. " Anand Raghuvir Kamat. T: Maddo Paik Jalmi.	5000.00
"4	Shri Atchut Shaba Kamat.	3000.00
"5	" Shriram Shaba Fadte	150.00
"6	" Balkrishna Shivram Shenvi Kundaikar.	175.00
45/1	Comunidade of Cundaim.	25.00
"2	Shri Sheshagiri Yesso Kamat.	125.00
"3	" Fatba Pandurang Kamat.	4000.00
49/1	1. Shri Venkatesha Upendra Kamat. 2. Smt. Gopikabai Rajaram Kamat. 3. Shri Govind Jaganath Kamat. 4. " Sadananad Bagwant Kamat. 5. " Vinayak Madhav Kamat. 6. " Vishnu Atchut Kamat. 7. " Gopinath Purshottam Kamat.	100.00

Total ..... 42000.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 16th November, 1989.

## Notification

No. 22/129/88-RD

Whereas by Government Notification No. 22/129/88-RD dated 27-10-1988 published on page 360 & 361 of Series II, No. 34 of the Official Gazette dated 24-11-1988 and in two newspapers (i) Navhind Times dated 17-11-1988 and (ii) Gomantak dated 12-11-1988 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was likely to be needed for public purpose, viz. Land Acquisition for laying pipeline and service road for 160 MLD SWSP at St. Jose de Areal, Salcete Taluka.

And whereas, the Government of Goa (hereinafter referred to as the "Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of publication of the notice relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares under the provisions of section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of section 3 of the said Act, the Special Land Acquisition Officer, S.I.P. I.D. Complex Gogal Margao to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and directs him under

section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Special Land Acquisition Officer, S.I.P. I.D. Complex Gogal Margao till the award is made under section 11.

## SCHEDULE

(Description of the said land)

Taluka: Salcete

Village: St. Jose de Areal

Survey No. Sub. Div. No.	Name of the persons believed to be interested	Area in sq. mts.
1	2	3
293/6 part	H: Comunidade of Curtorim. T: Rosario Miranda.	325.00
" /8 part	H: Comunidade of Curtorim. T: Martin Travasso.	475.00
" /17 part	H: Comunidade of Curtorim. T: Caetano Travasso, Mariano Miranda.	550.00
" /18 part	H: Comunidade of Curtorim. T: Caetano Travasso.	50.00
" /20 part	H: Comunidade of Curtorim. T: Joseph Cardozo.	575.00
" /32 part	H: Comunidade of Curtorim. T: Idalina Travasso. Carmino Travasso.	650.00
" /34 part	H: Comunidade of Curtorim. T: Piedade Mauris Miranda.	825.00
295/1 part	H: Comunidade of Curtorim. T: Joseph Cardozo.	450.00
" /3 part	H: Comunidade of Curtorim. T: Tolontina Travasso.	650.00
" /10 part	H: Comunidade of Curtorim. T: Rosario Fernandes.	425.00
" /16 part	H: Comunidade of Curtorim. T: Jose Fernandes.	375.00
" /21 part	H: Comunidade of Curtorim. T: Andro Cardozo.	475.00
" /29 part	H: Comunidade of Curtorim. T: Pedro Cardozo.	375.00
" /31 part	H: Comunidade of Curtorim. T: Ritinha Mascarenhas.	1180.00
" /39 part	H: Comunidade of Curtorim. T: Alexina Vaz.	450.00
262/1 part	H: Comunidade of Curtorim. T: Andrew Costancio Cardozo.	550.00
" /18 part	— do —	460.00
" /29 part	H: Comunidade of Curtorim. T: Domingo Salvador Fernandes.	450.00
" /39 part	H: Comunidade of Curtorim. T: Jose Fernandes.	175.00
262/40 part	H: Comunidade of Curtorim. T: Jose Fernandes.	325.00
" /41 part	H: — do —	35.00
" /57 part	H: — do —	5.00
" /65 part	H: Comunidade of Curtorim. T: Vincent Mascarenhas.	600.00
268/2 part	H: Comunidade of Curtorim. T: Salvador D'Costa.	580.00
" /3 part	H: Comunidade of Curtorim. T: Angelina Fernandes.	450.00
" /4 part	H: Comunidade of Curtorim. T: Rosa Martin D'Costa.	450.00
" /5 part	H: Comunidade of Curtorim. T: Carmelina Cardoz.	500.00
" /6 part	H: Comunidade of Curtorim. T: Martin Vaz.	425.00
" /7 part	H: Comunidade of Curtorim. T: Joao Xavier Cardoz.	500.00
" /15 part	H: Comunidade of Curtorim. T: Francisco Dias.	60.00
" /16 part	H: Comunidade of Curtorim. T: Josefa Miranda.	200.00
" /17 part	H: Comunidade of Curtorim. T: Francisco Dias.	25.00
" /31 part	— do —	110.00
" /32 part	H: Comunidade of Curtorim. T: Josefa Miranda.	60.00
" /46 part	H: Comunidade of Curtorim. T: Quobina Fernandes.	60.00
" /47 part	H: Comunidade of Curtorim. T: Simao Cardozo.	175.00
" /64 part	H: Comunidade of Curtorim. T: Simao Cardozo.	60.00

1	2	3
" /65 part	H: Comunidade of Curtorim. T: Quobina Fernandes.	125.00
" /82 part	H: Comunidade of Curtorim. T: Juana Rebello.	320.00
" /104 part	H: Comunidade of Curtorim. T: Pedrinha Dias.	130.00
256/1 part	H: Comunidade of Curtorim. T: Martina Mascarenhas.	625.00
255/1 part	H: Comunidade of Curtorim. T: Ubaldina Fernandes.	70.00
" /2 part	H: Comunidade of Curtorim. T: Diago D'Silva.	1725.00
255/21 part	H: Comunidade of Curtorim. T: Luis D'Costa.	225.00
" /24 part	H: Comunidade of Curtorim. T: Camilo D'Costa.	175.00
" /17 part	H: Comunidade of Curtorim. T: Luis D'Costa.	25.00
" /19 part	H: Comunidade of Curtorim. T: Camilo D'Costa.	100.00
" /22	H: Comunidade of Curtorim. T: Camilo D'Costa.	75.00
" /28 part	H: Comunidade of Curtorim. T: Camilo D'Costa.	40.00
" /29 part	H: Comunidade of Curtorim. T: Luis D'Costa.	75.00
" /27 part	H: Comunidade of Curtorim. T: Luis D'Costa.	50.00
" /32 part	H: Comunidade of Curtorim. T: Joao Francisco Fernandes.	180.00
" /35 part	H: Comunidade of Curtorim. T: Luis D'Costa.	225.00
" /36 part	H: Comunidade of Curtorim. T: Camilo D'Costa, Luis D'Costa.	75.00
" /37 part	H: Comunidade of Curtorim. T: Joao Francisco Fernandes. Camilo Fernandes.	500.00
254 part	H: Comunidade of Curtorim.	700.00

## Boundaries:

North: S. No. 293/5 Road.

South: S. No. 254, Road.

East: S. No. 293/6, 8, 18, 293/20, 32, 34, 295/1, 3, 10, 295/16, 21, 29, 34, 39, 262/1, 18, 29, 40, 41, 65, 268/2 to 7, 16, 17, 32, 47, 65, 13, 82, 269/3, 256/1, 255/2, 17, 19, 255/36 & 37, 8, 254.

West: S. No. 293/6, 8, 17, 293/20, 32, 34, 295/1, 3, 295/10, 16, 21, 29, 31, 39, 262/1, 18, 29, 39, 40, 65, 268/2 to 7, 15, 16, 46, 64, 288/13, 82, 104, 269/3, 256/1, 255/1, 2, 254.

Total ..... 19525.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 17th November, 1989.

## Notification

No. 22/167/89-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of 1 room Govt. Primary School Building and access road at Kamral, Curchorem, Quepem.

Now, therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor

or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector/S.D.O. Quepem to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Deputy Collector/S.D.O. Quepem.
3. The Director of Education, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector S.D.O. Quepem for a period of 30 days from the date of publication of this Notification in Official Gazette.

#### SCHEDULE

(Description of the said land)

Taluka: Quepem

Village: Curchorem

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
76/1 part	Vasudeo Mahadeo Salgaokar.	1800.00
<b>Boundaries:</b>		
North: S. No. 76/1.		
South: S. No. 76/1.		
East: S. No. 76/1.		
West: Road.		
<b>Total</b>		<b>1800.00</b>

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 30th November, 1989.

#### Notification

No. 22/156/89-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of Office accommodation and residential Quarters for CPWD Staff.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (LA) Collectorate of North Goa District, Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. The Deputy Collector (LA) Collectorate of North Goa District, Panaji.
3. The Executive Engineer, Goa Central Division, CPWD Bambolim Goa.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector (LA) Collectorate of North Goa District, Panaji for a period of 30 days from the date of publication of this Notification in Official Gazette.

#### SCHEDULE

(Description of the said land)

Taluka: Tiswadi

Village: Bambolim

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
92/1	Comunidade of Bambolim. T: Rama Vithal Gauns.	10000.00
<b>Total</b>		<b>10000.00</b>

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 7th December, 1989.

#### Department of Labour

#### Order

No. 23/2/88-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 2nd September, 1988.

**IN THE INDUSTRIAL TRIBUNAL  
GOVERNMENT OF GOA  
AT PANAJI**

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No. IT/16/74

Workmen — Workman/Party I  
V/s  
M/s. Industrial Nacional de Telhas — Employer/Party II

Workmen represented by Shri Dionisio Fernandes.  
Employer represented by Adv. G. K. Sardesai.

Panaji. Dated: 9th August, 1983.

**A W A R D**

This is a reference made by the Government of Goa, Daman and Diu, by its order No. Ref (IT-CDD) No. 1/74 dated 31st January, 1974 with an annexure schedule thereto which reads as follows:

"Whether the management of M/s. Industria Nacional de Telhas, Sanvordem, Curchorem (Goa), is justified in denying the following demands of their workers?

1. Upward revision of wages and allowances.
2. Leave facilities.
3. Supply of rain coats.

If not, to what relief the workmen are entitled to and from what date?

In this, I am observing the formality of writing the judgment because this reference is pending on the file of this Tribunal since 8-2-1974 and in spite of change of the Presiding officers; the position remained unchanged. Hence as I said above I have to formally dispose of this oldest matter by this judgment.

I shall now discuss the facts in some details in this reference relating to the charter of demands made by Goa National Commercial Employees Sangh here in after referred to as INTUC. The INTUC had submitted as many as 12 demands to the employer and while making the reference u/s 10(1)(d) of Industrial Dispute Act dated 31st January 1974 the Government thought it is fit to refer 3 demands only. Hence 3 demands as enumerated above are to be considered by this Tribunal.

Since January, 1974 much water has flown below the bridge of river Mandovi and it appears that in one deluge this reference has been washed away. I shall explain about this point with reference to rozanama written under different Presiding Officers. The rozanama dated 8-2-1974 starts before Shri M. G. Chitale, Presiding Officer. The Tribunal was then situated at Bombay. There were series of adjournments till Shri J. J. Coelho started presiding at Panaji in 1980. While he was presiding over the Tribunal, this matter was adjourned sine die on 13-11-1980 as the Tribunal had no stenotypist to record evidence. It seems that Shri Coelho retired some time thereafter and Shri R. Noronha took over on 7-4-1981.

Some material developments took place before Shri Noronha. After Shri D. Fernandes argued the case for workmen and while employer was absent and afterwards Shri Chodenkar, Advocate for employer appeared, he went on perusing the file rather carefully, for the purpose of delivery of award. At this juncture he came across a copy of Memo of settlement dated 22-8-1979 between the Employer and the Union represented by All Goa General Employees Union (CITU). Hence for the first time the tribunal came to know that the workmen of party II M/s. Industria Nacional de Telhas were divided into two unions namely INTUC and CITU. Hence by a speaking order which is incorporated in the rozanama itself and which is in his own hand writing he observed that "It is necessary to find out which of the union was at the time of signing the settlement dated 22-8-1979 representing the workmen or at least majority of them, so as to enable this tribunal to pass a correct award".

With these observations he directed that "The employer to file within one month a list of all his employees; temporary or permanent working in its establishment on the date of the above settlement alongwith sworn affidavits of

each of the said employees stating to which of the union they were affiliated at that relevant time". Simultaneously, alongwith this directive to the Employer he directed the Goa National Commercial Employees Union to file within the same time (one month) sworn affidavits of all the employees of the establishment, registered in the said union at the time when the settlement dated 22-8-1979 was signed". Thus by virtue of this order dated 15-5-1983, in the rozanama, itself the "Head Count" was to go on before him to know and understand whether INTUC which first gave a charter of demands or CITU which successfully settled the dispute with the management on 22-8-1979 was in majority. Hence after the affidavits were filed within one month, the "Head Count" was to go on. Under Law now this job is left with the Registrar of Unions to know and find out which of the rival Unions has a backing of the majority. This order was served on the management but Shri Dionisio Fernandes of INTUC was served the copy of this order on or before 5-8-1983 as seen from the rozanama.

However surprisingly enough, the rozanama is silent since 5-8-1983 and it appears that the Presiding Officer himself was unconcerned about this reference. I am constrained to say this because river Mandovi was flowing and flowing and after the settlement with CITU dated 22-8-1979 a fresh settlement took place on 6-5-1982 because the term of the earlier settlement was to expire on 31-7-1981. The settlement dated 6-5-1982 was operative till 30-4-1985, and this settlement was signed before Asstt. Labour Commissioner. Thereafter a fresh charter of demands was made by CITU on 29-3-1985. The matter went into conciliation and upon failure of conciliation proceedings the Government made a fresh reference on 13-12-1985 and my predecessor registered it as IT No. 51/85. During the pendency of IT/51/85 before my predecessor a settlement took place between management and CITU and upon production of the settlement before my predecessor a consent award was passed by my predecessor on 19-3-1986. I have verified these facts by calling for the record and proceedings of IT/51/85 from disposal file.

All these events clearly go to show that for unknown reasons a wide communication gap was developed and it remains so like that. This gap points at the following interrogatories:

A) Whether INTUC and its office bearers remained silent and went into oblivion because CITU took over the reigns, effectively;

B) Whether the Labour Commissioner was unaware of the two rival unions. The fact that he allowed CITU and management to sign the settlement before him may lead to the inference that he was convinced that CITU was the majority union.

C) My predecessor considered the settlement presented before him on 19-3-1986 and he passed the consent award in IT/51/85 while this present reference was on his file without any effective step being taken since 5-8-1983.

This shows how wide the communication gap is; without going in to the investigation to find out who is to blame in all this, I confine myself to the charter of demands made way back in 1972 which had become obsolete. Still Shri D. Fernandes maintained before me that, the demands be given retrospective effect. I did not understand what he meant by this. The charter of demands were made by the union in 1972 for the benefit of the workmen. Government made a reference about only three demands namely:

- a) Upwards revision of wages and allowances.
- b) Leave facilities.
- c) Supply of rain coats.

A cursory study of the consent awards shows that much more benefits are secured by the workmen and they are richly benefited by the three. Settlements and the consent award. The pertinent question is where is the INTUC and what its office bearers are doing. Instead of going in those details suffice it to note that the welfare of the workmen has been properly considered, it being immaterial who was responsible for them. In two cases reported in 1976 (33) F.L.R. page 398 and 1986 (53) F.L.R. page 296 the settlement was arrived one side the court. Still it was held that no dispute remained to be decided.

Upon a careful consideration of all the developments I hold that the main intention in considering the demands of workmen has been fulfilled. Hence without much discussion on other aspects I hold that the charter of demands

made by the union are proper and they are entitled to the benefits. In the result I pass the following order:

### ORDER

The three demands made by the Union are just and proper and the workmen are entitled to the benefits. However these demands have merged in the consent award passed on 19-3-1986 in IT/51/85. Hence this award may be read as a part of that consent award without separately detailing the reliefs to which the workmen are entitled to.

Under the circumstances the parties are directed to bear their own costs. The Govt. may be informed accordingly.

S. V. Nevagi  
Presiding Officer.

Order

No. 28/54/82-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Blekar, Under Secretary (Labour).

Panaji, 2nd September, 1988.

### IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No. IT/24/83

Shri Agnelo Fernandes	—Workman /Party I
V/s	
M/s. North Goa State Transport Cooperative Society	—Employer/Party II

Panaji, dated: 26th August, 1988.

### AWARD

This is a reference made by the Government of Goa, Daman and Diu, by its order No. 28/54/82-ILD dated 3rd June, 1983 with an annexure schedule thereto which reads as follows:

"Whether the action of the Management of M/s. North Goa State Transport Cooperative Society Limited, Mapusa, Goa in terminating the services of Shri Agnelo Fernandes, Cashier-cum-Clerk w.e.f. 6.8.1982 as legal and justified?

If not, to what relief the said workman is entitled to?"

By this reference the Government wants this Tribunal to find out whether the order of the Transport Co-operative Society in terminating the services of its Cashier party No. I is legal and justified. It appears that for some reason the party II went into liquidation and as per the statement cited by the 4th Liquidator name E. R. Kauthanker dated 7.11.1984 prior to him three more Liquidators were appointed by the Government; copies of the notification are also produced by him.

This last Liquidator has filed his written statement dated 10.9.84, wherein he has stated that Party I was in service upto 10.3.1980 and not upto 6.8.1982 the day on which the society went into liquidation. He further states, the moment when the Society went into liquidation the services of all employees stood terminated automatically as per the provisions of the Co-operative Society's Act. He further states that party I Fernandes took advance payment upto April, 1981 even though as per the Muster Roll, Party I was present upto 10th March 1980 only. Hence he claimed that party I Fernandes owed advance salary of 13 months to the Society.

While this was his pleading the parties went on trial. Evidence of party I Agnelo Fernandes was recorded on 22.8.84.

The evidence of the Liquidator Kauthanker was recorded on 11.4.1984 and his cross examination ended on 27.7.1984. After Kauthanker closed his evidence or that the evidence of party I was recorded on 22.8.1984. Party I has not examined any witnesses besides himself. The rozanama shows that since the matter stood adjourned for arguments and as written arguments were filed and matter went on sinedie list in view of the retirement of Shri Noronha.

After I took over fresh notices were issued to parties. Party I has appeared and has filed his statement as the liquidator Kauthanker refused to accept the court notice sent to him by registered post. In view of this development the decision has to be given with the help of the record and written arguments. The party I who was drawing a salary of Rs. 350/- per month while in service of the society is now gainfully employed with Fomento Corporation at Mapusa drawing a salary of Rs. 900/- per month. Hence he clearly states that he is no more interested in reinstatement but he be paid what is legitimately due to him according to law. As no reinstatement is claimed the case turns out to be one of retrenchment Under Section 25 of Industrial Disputes Act, 1947 and the Party I/Workman will be entitled to compensation as laid down U/s 25(F) of the Act. As per sub-clause (a) he would be entitled to notice pay for one month, (b) as per sub-clause (b) compensation which shall be equivalent to fifteen days average pay for every completed year of service. This will be the claim which the party I is entitled to in this case. I shall scan the evidence to work out the dues which party I is entitled to.

As the party I has alone not claimed reinstatement provision u/s 25FL will be attracted. Admittedly he joined services in 1963 and on his showing he was not going for duty since 1st August, 1982 as he was sick allegedly. There is no evidence showing that he was sick but it is an admitted position that he did work with the society till 1.8.1982. During his absence from service as a cashier of the society, the Liquidator was appointed and as the key was with party I, the lock was broken, opened and possession was taken. It is not necessary to go in to all those details and whether the applicant had really taken advance salary for 13 months. It is just possible because he was the cashier handling all monetary transactions. However it is not a matter which is directly relevant for consideration. What is relevant consideration as laid down under Section 25(F) sub-clause (b) computation of continuous service and payment of compensation for every completed year. The month of 1963 in which he joined is not clear. Presuming that it was in June, 1963 the workman completed twenty years of service till August, 1982. It is not clear what salary he was initially drawing. However it is admitted that he was drawing Rs. 350/- per month in August, 1982. I treat this as the pay for computing average pay for calculating notice for fee and compensation.

Hence as per Section 25 (F) sub clause a, b and c, the average fifteen days pay for every year-19 years comes to the pay for 10 months which comes to Rs. 3500/-. Additionally for one month's notice pay he would be entitled to Rs. 350/-. The total of the two comes to Rs. 3850/-. This is what the party I will be entitled in the given circumstances.

This is not a matter where the claim is to be investigated as laid down under section 33 of the Act. The circumstances broadly indicated that in 1982 the affairs of the society were badly managed and Government was constrained to appoint a Liquidator. It is just possible that all who have an opportunity are bound to exploit the situation to their advantage. Hence the Tribunal while saddling a defunct society with the claims of the servants whose services stood terminated, automatically, has to be careful in paying the money from the coffer of an already defunct society emburdened with many debts but with apparently no assets. The party I is not entitled to wages from August, 1982 for three reasons.

i) The services of all servants of the society stood automatically terminated, the moment the society went in to liquidation and the Liquidator was appointed.

ii) The party I did not go for work since 1st August, 1982 and subsequently the lock of the society office had been broken by the Liquidator under a panchanama because the keys were with party I. Party I is responsible for this situation because his absence from 1.8.1982 amounted to desertion or voluntarily quitting the service for better prospects.

iii) Since then the party I is gainfully employed elsewhere drawing a salary of Rs. 900/- per month which is three fold better than what he was getting.

Hence considering all these aspects, I do not feel that party I is entitled to wages after August, 1982 I do not know how



workmen can claim gratuity of Rs. 200/- per year when his salary was Rs. 350/- per month. So also it is not known or shown how he is entitled to compensation of Rs. 175/- per annum. Hence at the end of the calculation I hold that he is entitled to Rs. 3750/- as per clauses (a) and (b) of section 25F of the Act. In view of the delayed payment I add the gross interest to make a round figure of Rs. 4000/-. In the result, I pass the following order.

## ORDER

It is hereby held that the management of M/s. North Goa State Transport Co-operative Society Ltd. had not terminated the services of Shri. Agnelo Fernandes, but he had not joined the service w.e.f. 1.8.1982, of his own. Such there is no question of recording a findings whether the termination was legal and justified.

As the employer Society had gone in liquidation, by way of other relief the compensation as per the section 25F of Industrial Disputes Act, 1947 is computed and the society or its present liquidator are directed to pay Rs. 4000/- to party I, Agnelo Fernandes and on their failure to do so, the amount is recoverable as per the rules laid down under the Act.

In the circumstances of the case the parties are directed to bear their own costs.

The Government be informed accordingly about the passing of the award.

(S. V. Nevagi)  
Presiding Officer.

Order

No. 28/41/83-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Labour).

Panaji, 10th November, 1989.

IN THE INDUSTRIAL TRIBUNAL  
GOVERNMENT OF GOA  
AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Ref. No. IT/13/84

Shri Cornelio Pereira — Workman/Party I  
V/s  
M/s Goa Shipyard Ltd. — Employer/Party II

Workman represented by Adv. Arun Nigalye.

Employer represented by Adv. P. J. Kamat.

Panaji. Dated.: 5th October, 1989.

## A W A R D

This is a reference made by the Government of Goa, by its order No. 28/41/83-ILD dated 2nd March, 1984 with an annexure scheduled thereto which reads as follows:

"Whether the action of the management of M/s Goa Shipyard Limited, Vasco-da-Gama, in terminating the services of Shri Cornelio Pereira, Leading-Hand by way of dismissal w.e.f. 20-3-75 as per employer's order dated 12-2-83 is legal and justified?

If not, to what relief the workman is entitled to?"

This is one matter of the group of 4 matters in which the workman is one Cornelio Pereira and the employer company is M/s Goa Shipyard Limited, Vasco-da-Gama, Goa. The dispute in all the four matters revolves round the termination of the services of the workman Cornelio Pereira at the end of a domestic enquiry conducted against him for misconduct, mis-behaviour and the breach of the standing orders.

So far as this matter is concerned it is a matter for the consideration of the Government reference which is reproduced above. As per the govt. reference made u/s 10(1)(d) of the I.D.A., and received in this office on 7-3-84 the Tribunal was called upon to consider whether the action of the management of M/s Goa Shipyard Ltd., in terminating the services of the Leading-Hand w.e.f. 20-3-75 and subsequently as per the order dated 12-2-83 is legal and justified. The government reference makes a reference to these two dates because of the action of the management of Goa Shipyard in filing an application u/s 22(2) (b) of the Act wherein the management has sought the ratification of its action in terminating the services of the workman at the end of a domestic enquiry as contemplated u/s 33(2) (b) of the Act. This application u/s 33(2) (b) of the Act is numbered as IT/15/75. Similarly another application u/s 33(1)(b) of the Act was filed by the Company which was numbered as IT/19/75. This is how the action for the ratification of its order of termination of services was taken by the company in 1975. However, before that the workman Cornelio Pereira had filed a complaint to the Tribunal u/s 33A of the Act and this complaint is IT/11/74. While the three matters filed in 1974-75 and 1975 were pending before this Tribunal the Government reference u/s 10(1) (d) which is the present reference came to be made in 1984 because in the earlier action the management while seeking the ratification of its action had kept the action pending depending upon the decision of the tribunal regarding the termination. After getting the decision the management issued the order of termination and this is how two different dates were given in the Government reference under which this Tribunal is called upon to consider whether the action of the management in dismissing the workman C. Pereira w.e.f. 20-3-75 which was subsequently confirmed on 12-3-83 is legal and justified. This is how all the four matters are being heard together and the main proceeding is obviously this Government reference which is made u/s 10(1) (d) of the Act. All these matters were hotly contested right from the inception and in this Government reference the main point which came up for consideration was as regards the domestic enquiry and this point as regards the domestic enquiry was heard as a preliminary issue.

The evidence was recorded and submissions were heard on this preliminary issue and by my order dated 9-3-89 passed in this proceeding, I held that the finding in the domestic enquiry is not fair and proper opportunity was not given to the workman in putting forth his case so far as the charges levelled against him were concerned. In other words it meant that the management was supposed to justify the charges by leading evidence in this case and I therefore directed that the management of Party II which was free to lead its evidence should prove the charges levelled against the workman who allegedly committed breach of the Standing Orders of Goa Shipyard Ltd. This Government reference was therefore posted for hearing on merits. Simultaneously the application for permission u/s 33(2) (b) in IT/15/74 was also kept pending along with this matter.

Now the parties have settled the matter and the terms of settlement are recorded before me in the open court today. The terms of the settlement are very brief but they are very clear on the point at issue. The sum and substance of the settlement is that the workman has acquiesced into the position that the order of termination is fair, just and legal in the circumstances of the case and the termination is termed as retrenchment simpliciter w.e.f. 1-9-89. By way of relief the workman is awarded substantial monetary benefits. In the result, I pass the following award.

## ORDER

It is hereby declared that the action of the management of M/s Goa Shipyard Ltd., in terminating the services of their Leading-Man Cornelio Pereira as per order dated 20-3-1975 as ratified on 12-2-83 is just and legal in the circumstances of the case. However, it is held that this order is not an order of termination on account of breach of Standing Orders but the same is converted into an order of retrenchment w.e.f. 1-9-1989.

By way of relief the workman is awarded compensation of Rs. 3,00,000/- (Rupees three lakhs only) towards full and final settlement of all his legal dues including back wages from 28-10-74 till 31-8-1989 which includes gratuity, retrenchment compensation, leave encashment, Bonus etc. The workman will not be entitled to any benefits arising out of the revision of wages of other workmen of the company. With this award of compensation to the workman by the company, the workman shall have no claim of whatsoever

nature including the claim for reinstatement into services by the management of Party II. From the due amount payable to the workman he shall deduct the contributions towards Provident Fund and E.S.I. and shall remit the same to the appropriate authorities along with his own contributions.

Even though an amount of Rs. 3,00,000/- is being paid to the workman in lumpsum the management of Goa Shipyard Limited shall not deduct the Income Tax at source and it will be the duty of the workman Cornello Pereira to approach the Income Tax authorities and shall pay the Income Tax directly into the Income Tax office after getting the necessary directions from them. The amount remaining in balance on account of Provident Fund and E.S.I. shall be paid to the workman on or before 25-10-89.

There shall be no order as to costs. Inform the Government accordingly about the passing of the award.

S. V. Nevagi  
Presiding Officer  
Industrial Tribunal

## Finance (Revenue and Control) Department

Order

No. 17/1/89/Fin(R&C)

The Government has decided that the All India Lottery should be run as a State Government Lottery. The Government is, therefore, pleased to declare the Director, Provedoria as ex-officio Director of Lotteries of the Government of Goa. He and his staff shall be responsible for running the All India Lottery and the infrastructure already available with the Provedoria for running the lottery shall be utilised for this purpose, till such time as the Finance Department is in a position to create the necessary support and infrastructure for running the State lottery. For this limited purpose he shall report to the Finance Department.

By order and in the name of the Governor of Goa.

K. M. Nambiar, Under Secretary (Finance Exp.)

Panaji, 15th December, 1989.

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